

# **FINAL REGULATION TEXT**

## ADOPT (2008)

### Chapter 15

#### OFF-HIGHWAY MOTOR VEHICLE RECREATION GRANTS AND COOPERATIVE AGREEMENTS PROGRAM REGULATIONS

##### ARTICLE 1 – GENERAL PROVISIONS

###### 4970.00. APPLICATION OF CHAPTER

California Code of Regulations (CCR), Title 14, Division 3, Chapter 15 applies only to Grant and Cooperative Agreement Applications received by the Off-Highway Motor Vehicle Recreation (OHMVR) Division on or after January 13, 2014 2016.

Note: Authority cited: Sections 5001.5 and 5003, Public Resources Code. Reference: Sections 5090.01- 5090.70, Public Resource Code.

###### 4970.01. DEFINITIONS

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(u) "Good Standing" means that the Grantee is at all times adhering to the statutes and regulations governing the Grants and Cooperative Agreements Program.

(u)(v) "Grant" means a local agency grant between the OHMVR Division and a city, county, District, State Agency, Educational Institution, or Nonprofit organization for the purposes as authorized and defined in PRC Section 5090.50 and these regulations or a Cooperative Agreement between a federal agency, or a Federally Recognized Native American Tribe, and the OHMVR Division.

(v)(w) "Grantee" means a recipient of a Grant.

(w)(x) "Ground Disturbing Activity" means any earth moving Project-related activity.

(x)(y) "Habitat Management Program (HMP)" means an animal and plant wildlife habitat protection program designed to sustain a Viable Species Composition for the Project Area, pursuant to PRC Sections 5090.35, 5090.50, and 5090.53.

(y)(z) "Inconsequential Defect" means a defect that, when corrected, does not provide the Applicant an unfair advantage.

(z)(aa) "Indirect Costs" means expenses incurred for the management and administration of a project the cost of any activity that does not directly result in the completion of the project and/or the management or administration of a project (e.g., utility costs, accounting services, contract administration, postage, management personnel, telephone bills, etc.).

(aa)(bb) "Land Manager" means the public agency an entity legally responsible for the proposed Project Area.

(bb)(cc) "Medical" means a person requested medical aid and was treated by emergency service personnel.

(cc)(dd) "NEPA" means the National Environmental Policy Act pursuant to United States Code Title 42, Section 4371; 40 CFR part 1500.1 et seq.

(dd)(ee) "Nonprofit" means an organization having tax-exempt status pursuant to Section 501(c)(3) of the Internal Revenue Code (IRC).

- (ee)(ff) "OHV" means an off-highway motor vehicle as specified in California Vehicle Code (CVC) Section 38006.
- (ff)(gg) "OHV Opportunities" means roads, trails, or areas on lands that are open to legal OHV Recreation.
- (gg)(hh) "OHV Recreation" means the activity of driving or riding motorized vehicles, on lands to which CVC Division 16.5 applies, for leisure purposes including motorized off-highway access to non-motorized recreation activities.
- (hh)(ii) "On-line Grant Application (OLGA)" means the OHMVR Division's web-based application system.
- (ii)(jj) "Project" means the activities and Deliverables described in the Project Application to be accomplished with funding, which includes both Grant funds and matching funds, through a Project Agreement.
- (jj)(kk) "Project Agreement" means a contract executed to formally implement a Project.
- (kk)(ll) "Project Area" means the physical boundaries within which the activities will be performed and Deliverables will be accomplished as described in the Project Agreement.
- (ll)(mm) "Project Description" means the work plan that details the activities to be conducted by the Applicant.
- (mm)(nn) "Repair" means to fix, mend, make new, or revitalize to the condition of the habitat that existed prior to authorized or unauthorized OHV use and related damage.
- (nn)(oo) "Restoration" means upon closure of the unit or any portion thereof, the return of land to the contours, the plant communities, and the plant covers comparable to those on surrounding lands or at least those which existed prior to OHV use.
- (oo)(pp) "Restoration Planning" means identifying appropriate restoration techniques, strategies, and Project implementation, including environmental review associated with the Project.
- (pp)(qq) "Viable Species Composition" means that species found in the Project Area have populations with the estimated numbers and distribution of reproductive individuals to enable their continued existence.

Note: Authority cited: Sections 5001.5 and 5003, Public Resources Code.

Reference: Sections 5020.1(j), 5024.1, 5090.07, 5090.10, 5090.11, 5090.32, 5090.35, 5090.50, 5090.53, Public Resources Code; Sections 38001 and 38006, Vehicle Code, 25 CFR Section 83.5(a); Sections 210.3 and 66010.4, Education Code; and U. S. IRC Section 501(c)(3).

#### 4970.04. GRANTS PROGRAM CYCLE

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**Table 2 – Grants Cycle**

Activity	Date
Application materials available on the Division Website.	The second Monday in January
Application workshops	May be held for potential Applicants.

	Information will be posted annually on the Division Website.
Preliminary Application filing	The first Monday in March. Applications due no later than 5:00 pm local <u>Pacific</u> time.
Public review and comment period:  (1) The OHMVR Division shall post preliminary Applications on the Division Website.  (2) Applicants shall notice the public.	The first Tuesday following the first Monday in March through the first Monday in April. <u>Public comments received due no later than 5:00 pm Pacific time.</u>
Application final filing date	The first Monday in May. Applications due no later than 5:00 pm local <u>Pacific</u> time.
OHMVR Division final Application review	May.
Application Results Intent to Award will be posted on the Division Website.	The first Monday in June.
Appeal Period Applicants have the right to appeal the OHMVR Division's Intent to Award.	Thirty (30) calendar days from the Intent to Award posting of the notice on the OHMVR Division Website.
OHMVR Division and Grantees Execute Project Agreements	Upon resolution of any appeals.

Note: Authority cited: Sections 5001.5 and 5003, Public Resources Code.

Reference: Sections 5090.24(b), 5090.32, and 5090.50, Public Resources Code.

#### **4970.05. GENERAL APPLICATION REQUIREMENTS**

- (a) The 2008 Grants and Cooperative Agreements Program Regulations – Appendix (Rev. 4/41/16) (hereinafter Appendix) and all of its contents and subsequent revisions adopted through the rulemaking process are hereby incorporated by reference.
- (b) Applications shall establish how each proposed Project is directly related to OHV Recreation in the Project Area specified in the Application. Proposed Projects will be screened by the OHMVR Division prior to scoring. Those Applications that do not establish a direct relation to OHV Recreation shall be rejected.
- (c) Subject to the discretion of the OHMVR Division as specified in Section 4970.07.2, any Application determined by the OHMVR Division to be non-compliant with these requirements may be disqualified.
- (d) Each Applicant may submit only one (1) Application for each Grants Cycle. The Application may contain multiple Projects.
- (e) Applicants shall undertake a public review process of their Application.

- (1) All preliminary Applications shall be available on the Division Website the day following the Application deadline for public review and comment.
  - (2) Applicant shall notify the public of the opportunity to review and comment on the Preliminary Application no later than the first Tuesday following the first Monday in March. The notice shall include instructions for accessing the Division Website for Application review and public comments. Public notification efforts shall include at least one of the following:
    - (A) Notice mailed and/or emailed to those persons the Applicant determines most likely to have an interest in or be affected by the Application, and to those who have requested notice,
    - (B) Publication on Applicant's website,
    - (C) Publication in local newspaper,
    - (D) News release,
    - (E) Public meeting or hearing conducted by the Applicant.
  - (3) Public comments shall be submitted to the Applicant and the OHMVR Division.
  - (4) Public comments ~~submitted~~ shall be submitted received no later than 5:00 pm Pacific standard time on the first Monday in April.
- (f) All Applicants shall provide matching funds or the equivalent value of services, or material, in an amount not less than twenty-five percent (25%) of the total Project cost as identified on the Project Cost Estimate (rev.1/11).
- (1) All items of expense applied towards matching funds ~~shall be applicable to the Project must directly further the activities and Deliverables described in the Project Application and be accomplished with funding through a Project Agreement~~ and shall be documented the same as any other item of expense.
  - (2) The same match expenses shall not be duplicated for multiple Projects.
  - (3) Cash value for volunteer time shall be determined using the agency's hourly reimbursement rate for the paid classification that most closely matches the duties performed by the volunteer. Cash value for salaried employee time shall be based on the agency's hourly reimbursement rate for the classification.
  - (4) Any item of expense that would be eligible as a Project cost is also eligible as a match.
- (g) All Applicants shall provide a Project Cost Estimate (see Appendix) for each requested Project.
- (h) All Applicants shall complete an inventory of Equipment for items purchased with OHV Trust Funds within the last five years.
- (i) All Applicants except those applying solely for law enforcement shall complete the Applicant Certifications.
- (j) Additional requirements within the Appendix, incorporated by reference, shall be completed as applicable.
- (k) Nonprofit organizations shall provide documentation, in the form of an Internal Revenue Service (IRS) letter of determination or publication on the official IRS website, verifying current IRC, Section 501(c)(3) status.
- (l) ~~Educational Institutions and Nonprofit organizations~~ An Applicant applying for a Grant involving activities on any public lands not managed by the Applicant shall include written permission from the Land Manager authorizing the Applicant to conduct the proposed Project and a description of how the Project fits with the land management goals of the area.

- (1) The written permission must be on Land Manager's letterhead and signed by the authorized representative of the Land Manager.
- (2) The written permission shall contain a current signature and date. The date of required letter must not be more than six (6) months prior to the beginning of the grant cycle for that Project in which the Project will be applied for.
- (3) The written permission must specifically identify the proposed Project(s) and a description of how the Project(s) fits with the land management goals of the area.
- (m) All city, county and District Applicants shall submit a governing body resolution providing approval to apply receive for grant funding from the OHV Trust Fund.
- (n) All Applicants shall comply with the environmental application requirements contained in Section 4970.06.
- (o) Nonprofit organizations shall provide IRS Form 990 (or something to the equivalent) from the previous year.

Note: Authority cited: Sections 5001.5 and 5003, Public Resources Code.  
Reference: Sections 5090.32 and 5090.50, Public Resources Code

#### **Sub article 1. ENVIRONMENTAL REQUIREMENTS**

##### **4970.06.1. California Environmental Quality Act (CEQA) Requirements**

- (a) The OHMVR Division is required to comply with CEQA before approving each Grant.
- (b) When a Project request is for funding both CEQA and/or NEPA requirements and actual Project Deliverables, the Project shall be undertaken and funded in two phases as follows:
  - (1) The first phase funds the CEQA and/or NEPA activities, and
  - (2) The second phase will fund the deliverables, as approved and conditioned by the outcome of the CEQA and/or NEPA document, once the CEQA and/or NEPA conclusions result in a decision to proceed with the Project Deliverables and the Division gives approval .
  - (3) Other than from CEQA and NEPA activities no Project Deliverables will be funded until a CEQA review has been completed for the entire Project.
- (c) For city, county, District, State Agency, Educational Institution, and Nonprofit organization Applicants only:
  - (1) All city, county, District, State Agency, Educational Institution and Nonprofit organization Applicants shall provide the required documentation for the OHMVR Division to determine that CEQA compliance has been met for each Project. CEQA compliance shall be determined by submitting one of the following for each Project:
    - (A) An Environmental Review Data Sheet (ERDS) documenting the Project is phased pursuant to 4970.06.1(b). A subsequent ERDS shall be prepared prior to Division approval of the second Project phase if a Notice of Determination (NOD) has not been filed at that time, or
    - (B) A Notice of Exemption (NOE) finding that the Project is exempt from CEQA that has been filed for the Project consistent with CEQA

Guidelines Section 15062, together with responses to questions required in the ERDS, or

- (C) An Initial Study/Negative Declaration (IS/ND) or an Initial Study/Mitigated Negative Declaration (IS/MND) for activities that are not categorically exempt, but fit within the definition of activities that may be covered by a Negative Declaration (ND) under CEQA, together with a copy of the NOD filed for the Project, or
  - (D) An Environmental Impact Report (EIR) if the proposed activity poses a potentially significant impact as defined in an IS/ND checklist, or meets any of the tests for mandatory findings of significance under CEQA (PRC Section 21083; CEQA Guidelines Section 15065), together with a copy of the NOD filed for the Project, or
  - (E) Other documentation indicating the requirements of CEQA have been satisfied or the reasons the Applicant believes the Project is categorically exempt or not subject to the CEQA review (CEQA Guidelines Sections 15061(b)(3) or 15378).
- (2) Within 45 calendar days of the final Application submission, the OHMVR Division shall review the Application for environmental compliance.
- (A) If the OHMVR Division needs to clarify information provided pursuant to 4970.06(c)(1), the OHMVR Division shall submit in writing a request for such information from the Applicant. The OHMVR Division shall request the Applicant provide the additional information in writing to the OHMVR Division within ten (10) calendar days of receipt of the request.
  - (B) Applicants that do not return the requested additional information within the ten (10) calendar day limit may have their Applications returned without further processing.
- (3) Notwithstanding 4970.06.1(b)(1), where the Applicant is not a lead agency and CEQA compliance has not otherwise been met, the Applicant shall provide responses to questions required in the ERDS for each Project, and shall also provide adequate information to the OHMVR Division to make a sufficient Project review to determine the appropriate level of CEQA compliance and any additional environmental documentation required.
- (A) Within 45 calendar days of the final Application submission, the OHMVR Division shall review all Projects to determine what additional documentation or information is required for the OHMVR Division to complete the requirements for CEQA, with an assessment of the amount of further CEQA analysis and compliance that may be required. The OHMVR Division cannot commit to completing the added CEQA work needed if the time and resources required exceed the time and resources available to complete the Application selection process.
  - (B) If the OHMVR Division determines that it cannot complete the necessary additional CEQA work, it reserves the right to inform the Applicant in writing and return the Application and supporting materials.
  - (C) If the OHMVR Division determines that additional information is required for the Project to comply with CEQA and that such work

may be completed with existing resources and within the timeframe for the Application process, it will request such additional documentation from the Applicant be returned within ten (10) calendar days of the written request.

- (1) Applicants who do not return the requested additional information within the ten (10) day time limit may have their Applications returned without further processing.
  - (2) For those Applications that are accepted for further CEQA compliance, the OHMVR Division shall use its best efforts to cause the CEQA compliance work to be completed. However, the OHMVR Division cannot guarantee the Project will be certified as CEQA compliant. Also, the OHMVR Division reserves the right to cease CEQA compliance work if it determines the Project may not be funded in light of the Project evaluation and scoring process and submission of the Project to the OHMVR Division for review and approval.
- (d) For federal agencies or Federally Recognized Native American Tribe Applicants only:
- (1) All federal agencies and Federally Recognized Native American Tribe Applicants shall submit an analysis of the environmental impacts of the proposed Project comparable with the requirements of CEQA.
    - (A) ~~This analysis may be in the form of completed Project-related NEPA compliance documentation for each Project or other comparable documentation prepared by the Applicant. If documentation covers a larger project, the Applicant should reference sections of the document that specifically address the proposed Project. In addition, the Applicant shall submit responses to the ERDS for each Project to allow the OHMVR Division to make a sufficient Project review to determine the appropriate level of CEQA compliance and any additional environmental documentation required from the Applicant to conform the Applicant's environmental analysis to CEQA. Completed Project-related NEPA, which must include a signed decision memo, finding of no significant impact, or record of decision.~~
    - (B) Reference sections relevant to the Project.
    - (C) Submit responses to the ERDS.
    - (D) If the Applicant is requesting funding for NEPA or other comparable document preparation per Section 4970.06.1(b) prior to implementing the remaining Project Deliverables, the Applicant shall submit an ERDS documenting the Project is phased pursuant to 4970.06.1(b). A subsequent ERDS shall be prepared prior to OHMVR Division approval of the second Project phase if a NOD has not been filed, by the OHMVR Division or other CEQA lead agency, at that time.
  - (2) Within 45 calendar days of the final Application submission, the OHMVR Division shall review all Projects to determine what additional documentation or information is required for the OHMVR Division to complete the requirements for CEQA, with an assessment of the amount of further CEQA analysis and compliance that may be required. The



OHMVR Division cannot commit to completing the added CEQA work needed if the time and resources required exceed the time and resources available to complete the Application selection process.

- (A) If the OHMVR Division determines that it cannot complete the necessary additional CEQA work, it reserves the right to inform the Applicant in writing and return the Application and supporting materials.
  - (B) If the OHMVR Division determines that additional information is required for the Project to comply with CEQA and such work may be completed with existing resources and within the timeframe for the Application process, it will request such additional documentation from the Applicant be returned within ten (10) calendar days of the written request.
  - (C) Applicants who do not return the requested additional information within the ten (10) day time limit may have their Applications returned without further processing.
  - (D) For those Applications that are accepted for further CEQA compliance, the OHMVR Division will use its best efforts to cause the CEQA compliance work to be completed. However, the OHMVR Division cannot guarantee the Project will be certified as CEQA compliant. Also, the OHMVR Division reserves the right to cease CEQA compliance work if it determines the Project may not be funded in light of the Project evaluation and scoring process and submission of the Project to the OHMVR Division for review and approval.
- (e) An agency may not rely on mitigation measures as a basis for concluding a Project is categorically exempt.
  - (f) When an ERDS is required, one ERDS shall be provided for each individual Project, even if more than one (1) Project falls under the same Project type. If an individual Project addresses more than one (1) site, every site under that Project shall be clearly addressed in the ERDS.

Note: Authority cited: Sections 5001.5 and 5003, Public Resources Code.

Reference: Sections 5090.02, 5090.32, 5090.35, 5090.50(d)(4), 5090.53, and 21000 et seq., Public Resources Code; USC Title 42, Section 4371; and 40 CFR part 1500.1 et seq.

#### **4970.07. APPLICATION SUBMISSION**

- (a) Applications shall be submitted via the internet through the OHMVR Division's OLGA. The OHMVR Division will not accept Applications after the published deadlines pursuant to Table 2 in Section 4970.04.
  - (1) The OLGA is an interactive database that will guide Applicants through the Application process. OHMVR Division staff will provide additional support for Applicants as needed.
  - (2) All Applications shall be submitted via the OLGA.
- (b) All Applicants shall submit preliminary and final Applications by the due date pursuant to Table 2, Section 4970.04. Applicants shall submit a preliminary and final Application to be considered for Grant award. The preliminary Application,

shall include for each Project, with the exception of law enforcement Projects, at a minimum:

- (1) Project description,
  - (2) Project Cost Estimate,
  - (3) Evaluation criteria,
  - (4) For Nonprofit organizations, verification of 501(c)(3) status pursuant to Section 4970.05(k), and
  - (5) For ~~Nonprofit organizations and Educational Institutions~~ Applicants proposing projects/activities on property which they do not legally own, a written agreement pursuant to Section 4970.05(l).
- (c) Applicants for law enforcement Projects shall submit the following preliminary Application items:
- (1) Project Cost Estimate,
  - (2) Law Enforcement Needs Assessment, and
  - (3) Law Enforcement Project Certification.
- (d) Preliminary Applications will be reviewed by the OHMVR Division. The OHMVR Division may provide comments to the Applicants, relative to compliance with the Application requirements. Comments submitted by the OHMVR Division to Applicants do not guarantee success within the competitive process and are not a commitment of funding. Additionally, the OHMVR Division, at its sole discretion, may choose to perform a preliminary Application site visit.
- (e) All Applicants shall comply with Section 4970.05(d).
- (f) Prior to the final Application submittal, Applicants may only modify their Application as a result of OHMVR Division preliminary review and/or public comments.

Note: Authority cited: Sections 5001.5 and 5003, Public Resources Code.

Reference: Sections 5090.32, and 5090.50, Public Resources Code.

#### **4970.08. ELIGIBLE PROJECT COSTS**

- (a) Eligible Project costs are the costs directly related to the work identified in the Project Description. Additionally, the Applicant may receive reimbursement up to fifteen percent (15%) of the requested amount for Indirect Costs.
- (b) Examples of eligible costs include but are not limited to:
  - (1) For acquisition projects only, preliminary acquisition costs for contract preparation, acquisition appraisal, and negotiation,
  - (2) Costs for an employee directly engaged in OHV Project implementation, or the first level supervisor of said employee, subject to the following:
    - (A) Costs shall be computed according to the prevailing wage (for contracted services) or salary scale (for Applicant's staff), and may include benefits (i.e., vacation, sick leave, and social security contribution) that are customarily charged by the Grantee or contractor. Personnel benefit charges shall be calculated in proportion to the actual time worked on an OHV Project.
    - (B) Costs charged to an OHV Project shall be computed on actual time worked on the Project and supported by timesheets and attendance records or comparable documentation describing the work performed on the OHV Project.

- (C) Costs for overtime are allowed under the Grantee's established overtime policy.
- (D) Costs for direct Project supervision.
- (3) ~~Stipends paid to volunteers according to the Grantee's normal practice or policy~~ as per diem costs to volunteers only when a volunteer is working at a remote location for three or more consecutive days. A remote location is considered to be further than 50 miles from volunteer's headquarters. Per diem allowances shall be as stated in Section 4970.08(b)(4).
- (4) Travel expenses and per diem for federal agencies shall follow the policies of the federal agency requesting the funds with regard to travel reimbursement and shall not exceed the established federal rates. All non-federal agency Applicants shall follow the policy established by the State of California for its employees with regard to travel reimbursement and shall not exceed the rates paid to Exempt, Excluded, and Represented State of California employees. The rates are posted at <http://www.dpa.ca.gov/personnel-policies/travel/hr-staff.htm>.
- (5) Costs associated with Equipment acquired with Grantee's funds and used for an OHV Project shall be charged on a use basis in accordance with the Applicant's local fair market rental rates but shall never exceed the Grantee's actual cost. The Grantee may not charge a use fee for vehicles or Equipment purchased with OHV Trust Funds, except for fuel and minor maintenance costs,
- (6) Supplies and materials, including personal safety items, may be purchased for a specific OHV Project or may be drawn from a central stock, provided the items are claimed at a cost no higher than the original purchase price paid by the Grantee,
- (7) Construction activities, from site preparation (e.g., demolition, excavation, grading, etc.) through completion of the structure or Facility,
- (8) Relocation costs that result from the displacement of a person and/or business, in accordance with California Government Code Sections 7260-7277 or the agency's applicable law if different from California law,
- (9) Grantee insurance premiums for hazard and liability insurance for an OHV Facility,
- (10) Transportation costs for moving Equipment, material, and personnel from base of operations to project sites (excluding moving and relocation expenses resulting from changes in assignments),
- (11) Preparation and publication of maps, videos, and/or handouts may be included as part of any related Project. Maps, videos and/or handouts that display the OHV trust fund logo shall be reviewed by the OHMVR Division prior to publication,
- (12) Rent or lease of facilities or Equipment to directly complete the Project, provided that the lease shall be fair market value or Grantee's actual cost, whichever is less and shall be proportionate to the area of the facility used for the Project. Utilities to operate these facilities are eligible provided the utilities are documented separately from any rent or lease costs. Facilities not required in order to directly complete the Project shall only be eligible as an indirect cost.
- (13) (A) Equipment purchase or repair shall be requested as part of the Application for a specific Project.

- (B) Equipment repair shall be due to normal wear and tear and may include major mechanical overhaul or replacement of parts if it is shown by a financial analysis in the Application that repair is more cost effective than the purchase of a new piece of Equipment.
  - (C) Equipment shall be used for OHV related purposes unless the Applicant is funding the portion of the purchase price not dedicated to OHV purposes, and
  - (D) For Nonprofit Applicants, the maximum grant request for Equipment purchases shall not exceed \$15,000 per item and the cumulative Equipment purchase total shall not exceed \$30,000 per Applicant.
  - (E) The cost of equipment by a Grantee shall be necessary for the Project and shall not exceed the minimum requirements necessary to successfully accomplish the Project.
- (14) Costs associated with site-specific Project planning such as design, permitting, or CEQA or NEPA analysis.

Note: Authority cited: Sections 5001.5 and 5003, Public Resources Code.  
Reference: Sections 5090.32, 5090.50, Public Resources Code.

#### **4970.09. INELIGIBLE PROJECT COSTS**

- (a) Costs not associated with the Project Description are not eligible for reimbursement.
- (b) Examples of ineligible Project costs include but are not limited to:
  - (1) Expenditures outside the Project performance period as specified in the Project Agreement,
  - (2) Work or services performed outside of the Project Description in the Project Agreement,
  - (3) Any interest expense, discount not taken, deficit or overdraft, or bonus payment,
  - (4) Charges for a contingency reserve or other similar reserve,
  - (5) A damage judgment against the Grantee,
  - (6) Workers' compensation claims,
  - (7) Travel claims not related to the Project,
  - (8) Employee relocation (moving expenses resulting from duty station or assignment change),
  - (9) Charges incurred contrary to the policies and practices of the Grantee,
  - (10) Any Project cost more appropriately funded by other Division programs or reimbursed by any other funding source. No grant funds and/or match funds shall be expended at any property owned and/or managed by the Department of Parks and Recreation.
  - (11) Awards, trophies, or plaques,
  - (12) Replacement or repair of Equipment not properly used, secured or maintained; or, where the OHMVR Division determines that the cause of the damage was the fault of the Grantee,
  - (13) Use fee for Equipment purchased with moneys from the OHV Trust Fund and,
  - (14) Restoration Project funds shall not be used for the Development or maintenance of trails for motorized use.

- (c) If costs are in question, the Applicant should seek clarification from the OHMVR Division.

Note: Authority cited: Sections 5001.5 and 5003, Public Resources Code.

Reference: Sections 5090.32 and 5090.50, Public Resources Code.

#### **4970.10.4 Acquisition**

- (a) Purpose  
Secure interests in land to sustain and/or expand OHV Recreation access and OHV Opportunities.
- (b) Available Funding  
From the O&M category, at least ten percent (10%) of the funds will be available for acquisition Projects.
- (c) Examples of Deliverables  
Acquisition Deliverables include, but are not limited to the following:
- (1) Purchase of right-of-way or easement,
  - (2) Lease of twenty-five (25) years or more,
  - (3) Purchase of land in fee title,
  - (4) Purchase of an option, and
  - (5) Rights to use real property, such as permits or licenses.
- (d) Project-Specific Application Requirements  
In addition to the common requirements listed in Section 4970.05, Applications for acquisition Projects shall include:
- (1) Project Description  
The Project Description shall provide sufficient clarity such that those not familiar with the Applicant or Project can understand what the Applicant intends to do. The Project Description shall include:
    - (A) A statement of the procurement activity the Applicant proposes to undertake,
    - (B) How the proposed Project relates to OHV Recreation and will add to, enhance, or otherwise sustain OHV Recreation or OHV Opportunity in the Project Area,
    - (C) Identification of the needs the Project will address,
    - (D) Location of the land to be acquired,
    - (E) The total acreage to be acquired,
    - (F) The easements affecting the property,
    - (G) The number of parcels,
    - (H) The location(s) of existing OHV Opportunities in and around the acquisition property and how the Project will affect or relate to that existing OHV Recreation,
    - (I) The total estimated cost of land to be acquired. The estimate shall be based on ~~an appraisal by a certified appraiser~~ a competitive market analysis provided by a real estate professional to substantiate the value of the property, and
    - (J) The status of Due Diligence.
  - (2) Acquisition Plan  
The plan shall describe the process for accomplishing the acquisition Project. An acquisition plan shall include the following:

- (A) Acquisition timeline, which shows the steps and timeline for completing the Project, including the preparation and delivery of any reports to be prepared with the funds as a Deliverable,
  - (B) Discussion of the Applicant's ability to accomplish the acquisition Project. The Applicant shall demonstrate the ability to complete the acquisition within the proposed Applicant's timeline, and
  - (C) The Due Diligence undertaken, or to be undertaken, to determine the property is usable for its intended purpose (e.g., preliminary title report and underlying documents under Schedule B, zoning information, Phase 1 Environmental Site Assessment, biotic assessment).
- (3) Project-Specific Maps  
Project-specific maps shall include:
  - (A) A map(s) identifying the specific roads, trails, areas, and/or related Facilities to be acquired under the Project. The map(s) shall contain enough detail to provide someone unfamiliar with the area the ability to locate the site, and
  - (B) Assessors parcel maps, including Assessor Parcel Number (APN), of each parcel to be purchased.
- (e) Warranty for OHV use:
  - (1) The Applicant shall warrant that the acquired property will be used for OHV Recreation,
  - (2) With the exception of federal agencies, the Applicant shall cause to be inserted in the acquisition deed or other recorded transfer of title document a condition that the property shall be used for OHV Recreation purposes as defined in these Regulations and that the State of California is granted Power of Termination pursuant to California Civil Code Section 885.010 et seq. providing that, in the event the property is not used for OHV Recreation, title to the property shall be transferred to the State of California. Federal agencies shall agree to use the property for OHV Recreation purposes for a minimum of 25 years; if the property is not used for the purpose of OHV Recreation for 25 years, title of the property shall transfer to the State. Federal agencies, to the maximum extent consistent with federal law, shall use and manage the property for OHV Recreation in accordance with the controlling Federal Agency's land use plan; if the property is not used for the purpose of OHV Recreation, the Federal Agencies shall use reasonable efforts to request appropriations necessary to reimburse the State its pro-rata share of the acquisition costs of the property.
  - (3) Funds awarded for acquisition shall only be released into an escrow account established for the acquisition. Applicant shall submit all acquisition documentation, including the escrow instructions, to the OHMVR Division for review prior to close of escrow. OHMVR Division shall have no obligation to release grant funds unless the acquisition transaction conforms to these regulations.
- (f) Optional Project-Specific Application Documents  
If Applicants deem it helpful to support their specific Project Application, they may submit up to two (2) pages of Project-specific photos.
- (g) Evaluation Criteria

See Appendix, incorporated by reference, for acquisition evaluation criteria.

Note: Authority cited: Sections 5001.5 and 5003, Public Resources Code.

Reference: Sections 5024.1, 5090.32, 5090.35, 5090.50 and 5090.53, Public Resources Code.

#### **4970.17. APPEAL PROCESS**

- (a) Applicants have the right to appeal the Intent to Award. The grounds for appeal are limited to the following:
  - (1) The OHMVR Division failed to follow these regulations, and/or
  - (2) The OHMVR Division lacked sufficient evidence to support or deny the award of a Grant(s).
- (b) The steps for submitting an appeal are outlined in Table 6. An appeal must be received no later than 5:00 pm Pacific standard time on the last day of the appeal process.
- (c) Applicants may not seek legal remedies through the courts until this appeal process has been completed.
- (d) The receipt of an appeal by the OHMVR Division may delay the execution of Project Agreements within all project categories until the appeal is resolved.

....

Note: Authority cited: Sections 5001.5 and 5003, Public Resource Code. Reference: Sections 5090.32 and 5090.50(i), Public Resource Code.

#### **4970.23. PAYMENT REQUESTS**

Grantees are required to request payments for advances or reimbursements by submitting a current Payment Request form to the OHMVR Division. The OHMVR Division is responsible for approving and processing payment requests. Grantees may submit payment requests to the OHMVR Division at any time after the execution of the Project Agreement. The OHMVR Division reserves the right to withhold approving and/or processing payment requests if the Grantee is not in Good Standing.

Note: Authority cited: Sections 5001.5 and 5003, Public Resources Code.

Reference: Sections 5090.32 and 5090.50, Public Resources Code.

#### **4970.24. PROJECT CLOSEOUT**

##### **4970.24.1 Project Documentation**

- (a) The Grantee shall submit a payment request form marked "FINAL" to the OHMVR Division within one hundred twenty (120) calendar days after the completion of the Project, or the end date as specified in the Project Agreement or amendment to the Project Agreement, whichever comes first. The Grantee shall include the following documentation with the final payment request:
  - (1) A report of deliverables completed,
  - (2) All documents supporting the expenditures claimed under the payment request,
  - (3) A summary of costs, including match requirements, that provides detailed information regarding staff, contracts, materials/supplies, Equipment purchases, Equipment use expenses, and other expenses,

- (4) Two (2) copies of all reports as indicated in the Project Agreement for any Project that requires a report or reports as part of its Project Description. Monitoring results shall be reported to the OHMVR Division at the end of the Project,
- (5) For all sub-contracted work, a Notice of Completion,
- (6) Photos of Equipment purchased through the Project, and
- (7) Photos of completed Projects, as applicable.
- (b) Final payment requests cannot be processed until the OHMVR Division has received all supporting documentation to support expenditures claimed, including documentation that the Grantee has fulfilled its match commitment. An amount equal to any unmet match commitment will be withheld from the final payment.
- (c) Any request for final payment received after one hundred twenty (120) calendar days, may be ineligible for payment or result in suspension of future payments and reimbursement to the State of any advances or other payments made. The OHMVR Division may also deem the Project closed and forward the Project file to the Department's Audits Office for an Audit.
- (d) When the OHMVR Division determines there is a refund due to the State, the Grantee shall remit the refund due within sixty (60) calendar days from the written notification to the Grantee by the OHMVR Division.

Note: Authority cited: Sections 5001.5 and 5003, Public Resources Code.

Reference: Sections 5090.32 and 5090.50, Public Resources Code.

#### **Subarticle 1.AUDITS**

##### **4970.25.1. Financial Audits Financial Audits of Grantees**

- (a) The Department of Parks and Recreation, Audits Office shall conduct an Audit of at least twenty percent (20%) of the Grantees annually. A Project is subject to Audit at any time within three years following the end of the project performance period.
- (b) The OHMVR Division will forward Grant Projects to the Department of Parks and Recreation, Audits Office for a financial Audit as appropriate. The Grantee shall cooperate with the Audits Office during an Audit. Requested records, documents, and files pertaining to the expenditures or other fiscal and/or programmatic elements of the Grant shall be provided.
- (c) Failure to fully complete Project Deliverables as agreed in the Project Agreement; and/or to maintain records supporting the expenditures made pursuant to the Project Agreement, these regulations, and any other applicable law; and/or failure of such records to support expenditures claimed and payments received, shall be grounds for an Audit exception requiring refund of amounts paid.
- (d) The Department of parks and Recreation, Audits Office will coordinate with the OHMVR Division in order to confirm the completion of Deliverables. The Department may inspect and/or make copies of any books, records, or reports of the Grantee pertaining to all Projects.
- (e) Upon completion of an audit, if there is a refund due to the State, the Grantee shall remit the refund due within sixty (60) calendar days from the written notification to the Grantee by the OHMVR Division.

Note: Authority cited: Sections 5001.5 and 5003, Public Resources Code.

Reference: Sections 5090.32, 5090.35, 5090.50, and 5090.53, Public Resources Code.



**DOCUMENTS INCORPORATED BY  
REFERENCE**

**CALIFORNIA STATE PARKS**  
**Off-Highway Motor Vehicle Recreation Division**

**2008 GRANTS AND COOPERATIVE AGREEMENTS**  
**PROGRAM REGULATIONS - APPENDIX**  
(Rev.4/141/16)

## APPENDIX

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## Soil Conservation Plan (SCP)

APPLICATION YEAR:

APPLICANT NAME:

### PART 1. DETERMINE THE NEED FOR FULL SCP

***All Applicants submitting Projects involving Ground Disturbing Activities shall submit a SCP that clearly identifies what proposed Project(s) will be addressed and how the Soil Conservation Standard will be achieved for each proposed Project achieves the Soil Conservation Standard with regard to the proposed Project(s). The Soil Conservation Plan must cover the combined Project Area of all proposed Projects with Ground Disturbing Activities.***

Applicants able to certify that none of the proposed activities listed in the Application in areas open to legal OHV Recreation have potential to cause erosion or sedimentation which significantly affects resource values beyond the Facilities, or generate soil loss that exceeds restorability, shall submit SCP Part 1. Applicants who cannot certify that the proposed activities listed in the Application in areas open to legal OHV Recreation have no potential to cause erosion or sedimentation which significantly affects resource values beyond the Facilities, or generate soil loss that exceeds restorability shall submit SCP Parts 1 and 2.

Can the Applicant certify that none of the proposed Projects with Ground Disturbing Activities in areas open to legal OHV Recreation have potential to cause erosion or sedimentation which significantly affects resource values beyond the Facilities, or generate soil loss that exceeds restorability? ..... ☐ YES ☐ NO

*If YES, complete only SCP PART 1*

*If NO, complete SCP PARTS 1 and 2*

### PART 2. SOIL CONSERVATION PLAN

Protocol for assessment and maintenance:

Protocol for monitoring:

Monitoring and soil conservation standard compliance report:

Development Project for new facilities:

Attachment:

**Project Agreement General Provisions**  
**(Bureau of Land Management Only Federal Agencies Other Than Forest Service)**

A. Definitions

1. The term "State" as used herein means the State of California, Department of Parks and Recreation.
2. The term "Act" as used herein means the Off-Highway Motor Vehicle Recreation Act of 2003 as amended.
3. The term "Application" as used herein means the individual Project Application and its required attachments pursuant to the enabling legislation, regulations, and/or Grant program, which is hereby incorporated into this agreement by this reference.
4. The term "Project" as used herein means the Project which is described on Attachment 1 of this agreement and in the Project Application, which is hereby incorporated into this agreement by reference.
5. The term "Project Cooperative Agreement" as used herein means the Application and the Project Agreement and its General Provisions.
6. The term "Federal Agency" as used herein means the unit of Federal Government named on page 1 of this agreement as the Federal Agency.

B. Project Execution

1. Subject to the availability of funds through an appropriation in the state budget, the State hereby commits to the Federal Agency a sum of money not to exceed the amount stated on page 1 of the Project Agreement in consideration of and on condition that the sum be expended in carrying out the purposes as set forth in the Project Description on Attachment 1 of the Project Agreement and under the terms and conditions set forth in this Project Cooperative Agreement. Subject to the availability of funds, the Federal Agency agrees to furnish any additional amounts in excess of that stated in the Project Agreement that may be necessary to complete the Project. Any modification or alteration in the Project as set forth in the Application on file with the State must be submitted to the State for approval prior to disbursement of funds.

The Federal Agency agrees to furnish any additional funds that may be necessary to complete the Project. Any modification or alteration of the Project as set forth in the Application on file with the State must be submitted to the State for approval prior to disbursement of funds.

2. The Federal Agency agrees to execute and complete the Project in accordance with the Project performance period set forth on page 1 of the Project Agreement, and under the terms and conditions of this agreement.
3. If the Project includes development, the development plans, specifications and estimates or Force Account Schedule shall be reviewed and approved by the State prior to the Federal Agency proceeding with the Project. Unless the development plans, specifications and estimates are approved by the State the State shall have no obligations to make Grant payments for the work or any construction which is commenced.
4. The Federal Agency shall comply with all applicable current laws and regulations affecting Development Projects, including, but not limited to, legal requirements for construction contracts, building codes, health and safety codes, and laws and codes pertaining to individuals with disabilities. In addition, the Federal Agency shall complete the development work in accordance with the State approved development plans, specifications, and estimates or Force Account Schedule.

5. The Federal Agency shall make property or facilities acquired and/or developed pursuant to this Project Cooperative Agreement available for inspection upon request by the State to determine if development work is in accordance with the approved plans, specifications and estimates or Force Account Schedule, including a final inspection upon Project completion.
6. If the Project includes acquisition of real property, the acquisition shall be in accordance with the terms of the Title II and Title III, the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646); 94 Stat. 1894 (1970), and the applicable regulations and procedures implementing such Act for all real property Acquisitions and where applicable shall assure that the Act has been complied with for property to be developed with assistance under the Project Cooperative Agreement and the Federal Agency agrees to comply with the Government Code Chapter 16 commencing with Section 7260 et seq., to the extent it may be applicable and all other applicable federal, state and local laws or ordinances affecting relocation and real property Acquisition. Documentation of such compliance will be made available for review upon request by the State.
7. This Project Cooperative Agreement in no way restricts either party from cooperating with or receiving cooperation from other public and private agencies, organizations and individuals, or from accepting contributions and gifts for the development, administration, and operation of vehicle activity on the lands of the Federal Agency or other public lands within California.
8. Nothing herein shall be construed as obligating either party here to expend or as involving either party in any contract or other obligation for the future payment of moneys in excess of appropriations authorized by law and administratively allocated for this purpose.
9. No member of, or Delegate to Congress or Resident Commissioner shall be admitted to share any part of the Project Cooperative Agreement, or to any benefit that may arise there from; but this provision shall not be construed to extend to this Project Cooperative Agreement if made with a corporation for its general benefit.
10. The Federal Agency and its employees in the performance of this Project Cooperative Agreement shall act in an independent capacity and not as officers or employees of the State. Neither party to this agreement shall have the authority, express or implied to bind the other party to any obligation except as may be authorized by this agreement.
11. All real property acquired or improvements constructed under this Project Cooperative Agreement shall be and will remain the property of the Federal Agency, but shall remain available for off-highway vehicle use in accordance with the Federal Agency Project Plan, the Off-Highway Motor Vehicle Act of 2003 and its implementing regulations and the Application.

#### C. Project Costs

The moneys to be provided to the Federal Agency under this Project Cooperative Agreement shall be disbursed as follows:

1. If the Project includes acquisition of real property, under the authority of the Act of October 10, 1978 (P.L. 95-442; 92 Stat. 1065), the State shall disburse Federal Agency funds as follow, but not to exceed in any event the allowable Project costs for acquisition or the State funds amount allocated for acquisition as set forth on page 1 of this Project agreement, whichever is less.

State will disburse to the Federal Agency to be deposited immediately into escrow the sum of purchase price if within the maximum value indicated in the Federal Agency Project Plan and State approved costs of acquisition.

2. If the Project includes development, after approval by State of the Federal Agency's plans, specifications and estimates or Force Account Schedule and after completion of the Project or any phase or unit thereof, State shall disburse to the Federal Agency upon receipt and approval by State of a statement of incurred costs from the Federal Agency the amount of

such approved incurred costs shown on such statement, not to exceed the State funds amount allocated for development, as set forth on page 1 of this agreement, or any remaining portion of such amount to the extent of such statement. State may disburse up to a maximum of ninety (90) percent of the Grant amount allocated for development as shown on page 1 of this agreement, upon receipt and approval by State of plans, specifications and estimates from the Federal Agency.

The statements to be submitted by Federal Agency shall set forth in detail the incurred or estimated cost of work performed or to be performed on development of the Project and whether performance will be by construction contract or by Force Account Schedule. Statements shall not be submitted, nor shall the State make payments, more frequently than for work performed during ninety (90) day periods unless otherwise requested by State.

#### D. Project Administration

1. The Federal Agency shall promptly submit such progress, performance or other reports concerning the status of work performed on the Project as the State may request. In any event, the Federal Agency shall provide the State a report showing total final Project expenditures including State and all other moneys expended within one hundred twenty (120) days after completion of Project.
2. The Federal Agency shall make property and facilities maintained, operated, acquired or developed pursuant to this Project Cooperative Agreement available for inspection by the State upon request.
3. The Federal Agency may be provided advanced payments for Grants upon a showing by the Federal Agency that the Project may not proceed in the absence of advance payment. The Federal Agency shall use any moneys advanced by the State under the terms of this Project Cooperative Agreement solely for the Project herein described. All moneys advanced to the Federal Agency shall remain property of the State until expended for Project purposes.
4. The Federal Agency shall place advanced payments into a separate interest bearing account, setting up and identifying such account prior to the advance, interest earned on Grant moneys shall be used on the Project or paid to the State.
5. If Cooperative Agreement moneys are advanced, and not expended, the unused portion of the advance or that portion of the advance which is in excess of the Project cost, whichever is the larger amount, shall be returned to the State within one hundred twenty (120) days of completion of the Project or end of the Project performance period, whichever is earlier.
6. The Federal Agency will, provide and maintain a sign on the Project site that includes wording identifying the funding source (Off-Highway Vehicle Fund) and the administering agency (California State Department of Parks and Recreation).
7. Equipment must be used solely for OHV related purposes unless the Applicant is funding the portion of the purchase price not dedicated to OHV purposes

#### E. Project Termination

1. The Federal Agency may unilaterally rescind this Project Cooperative Agreement at any time prior to the commencement of the Project. After Project commencement this agreement may be rescinded, modified or amended by mutual agreement in writing. A Project shall be deemed commenced when the Federal Agency makes any expenditure, receives an advance of Cooperative Agreement moneys or incurs any obligation with respect to the Project.
2. Failure by the Federal Agency to comply with the terms of this Project Cooperative Agreement or any other agreement under the Act may be cause for suspension of all obligations of the State hereunder.

3. Failure of the Federal Agency to comply with the terms of this Project Cooperative Agreement or contract under the enabling legislation may be cause for suspension of all obligations of the State hereunder. However, such failure shall not be cause for the suspension of all obligations of the State hereunder if in the judgment of the State such failure was due to no fault, and was beyond the control of the Federal Agency to avoid, mitigate, or remedy such default.

F. Indemnification

1. The United States shall be liable, to the extent allowed by law, including the Federal Tort Claims Act, for claim for personal injuries or property damage resulting from the negligent or wrongful act or omission of any employee of the United States while acting within the scope of his or her employment, arising out of this Agreement.
2. The State of California shall be liable, to the extent allowed by law, including the Government Tort Claims Act, for personal injuries or property damage resulting from the negligent or wrongful act or omission of State employees while acting within the scope of his or her employment, arising out of this Agreement.

G. Financial Records

1. The Federal Agency shall maintain and make available for inspection by the State at reasonable times all financial accounts, documents, and records for three (3) years from the expiration date of the Project agreement, or three (3) years from the start of an audit engagement, whichever comes first, and until an audit started during the three (3) years has been completed and a report published.

During regular office hours each of the parties hereto and their duly authorized representatives shall have the right to inspect and make copies of any books, records or reports of the other party pertaining to this agreement or matters related thereto.

2. The Federal Agency may use any generally accepted accounting system provided such system meets the minimum requirements of Federal Management Circular 74 – 4 and Office of Management and Budget Circular A 102.

H. Use of Facilities

1. The property acquired or developed with Cooperative Agreement moneys under this Project Cooperative Agreement shall be used by the Federal Agency only for the purpose for which the State Grant moneys were requested and no other use of the area shall be permitted except by specific act of the Legislature.
2. The Federal Agency shall without cost to the State, except as may be otherwise provided in this or other agreement with the State, operate and maintain the property acquired or developed pursuant to this agreement in the manner of and according to the Off-Highway Motor Vehicle Recreation Act and related regulations, The Application, and other applicable provisions of law.
3. Use of the Project facilities shall comply with all applicable law including, but not limited to the registrations of all day-use vehicles with the Department of Motor Vehicles or identified under the Chappie-Z'berg Off-Highway Motor Vehicle Law of 1993.

I. Nondiscrimination

1. The Federal Agency shall not discriminate against any person on the basis of sex, race, color, national origin, religion, ancestry, or physical handicap in the use of any property or facility acquired or developed pursuant to this agreement.
2. The Federal Agency shall not discriminate against any person on the basis of residence except to the extent the reasonable differences in admission or other fees may be maintained on the basis of residence and pursuant to law.
3. All facilities shall be open to members of the public generally, except as noted under the special provisions of this Project Cooperative Agreement.



J. Application Incorporation

1. The Application and any subsequent change or addition approved by the State is hereby incorporated in this Project Cooperative Agreement.

K. Severability

1. If any provision of this agreement or the Application thereof is held invalid, that invalidity shall not affect other provisions or Applications of the agreement which can be given effect without the invalid provision or Application, and to this end the provisions of this agreement are severable.

L. Governing Law

1. This Agreement is governed by and shall be interpreted in accordance with the laws of the State of California, and the United States.
2. Grantee shall comply with all Federal, State, and/or Local laws, regulations, ordinances and executive orders that are applicable during the performance period.

## **ATTACHMENT 2**

### **Project Agreement General Provisions (U. S. Forest Service Only)**

#### **A. Definitions**

1. The term "State" as used herein means the California State Department of Parks and Recreation.
2. The term "Act" as used herein means the Off-Highway Motor Vehicle Recreation Act of 2003 as amended.
3. The term "Application" as used herein means the individual Project Application and its required attachments pursuant to the enabling legislation, regulations, and/or Grant program, which is hereby incorporated into this agreement by this reference.
4. The term "Project" as used herein means the Project which is described on Attachment 1 of this agreement and in the Project Application, which is hereby incorporated into this agreement by reference.
5. The term "Project Cooperative Agreement" as used herein means the Application and the Project Agreement and its General Provisions.
6. The term "Forest Service" as used herein means the National Forest unit of the Forest Service, USDA, named on page 1 of this agreement as the Federal Agency acting in accordance with the Act of June 30, 1914 (38 Stat. 430; 16 U.S.C. 498) and Act of June 12, 1960 (74 Stat. 215; 16 U.S.C 528-531).

#### **B. Project Execution**

1. Subject to the availability of funds through an appropriation in the state budget, the State hereby commits to the Forest Service a sum of money not to exceed the amount stated on page 1 of the Project Agreement in consideration of and on condition that the sum be expended in carrying out the purposes as set forth in the Project Description on Attachment 1 of the Project Agreement and under the terms and conditions set forth in this Project Cooperative Agreement. Subject to the availability of funds, the Forest Service agrees to furnish any additional amounts in excess of that stated in the Project Agreement that may be necessary to complete the Project. Any modification or alteration in the Project as set forth in the Application on file with the State must be submitted to the State for approval prior to disbursement of funds.
2. The Forest Service agrees to execute and complete the Project in accordance with the Project performance period set forth on page 1 of the Project Agreement, and under the terms and conditions of this agreement.
3. If the Project includes development, the development plans, specifications and estimates or Force Account Schedule shall be reviewed and approved by the State prior to the Forest Service proceeding with the Project. Unless the development plans, specifications and estimates or Force Account Schedule are approved by the State, the State shall have no obligation to make payments for the work or any construction which is commenced.
4. The Forest Service shall comply with all applicable current laws and regulations affecting Development Projects, including, but not limited to, legal requirements for construction contracts, building codes, health and safety codes, and laws and codes pertaining to individuals with disabilities. In addition, the Forest Service shall complete the development work in accordance with the State approved development plans, specifications, and estimates or Force Account Schedule.
5. The Forest Service shall make property or facilities acquired and/or developed pursuant to this Project Cooperative Agreement available for inspection upon request by the State to determine if development work is in accordance with the approved plans, specifications and estimates or Force Account Schedule, including a final inspection upon Project completion.

## ATTACHMENT 2

6. If the Project includes acquisition of real property; the acquisition shall be in accordance with the terms of Title II and Title III, the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P. L. 91-646; 94 Stat 1894 [1970]), and the applicable regulations and procedures implementing such Act for all real property Acquisitions and where applicable shall assure that the Act has been complied with for property to be developed with assistance under the Project Cooperative Agreement and the Forest Service agrees to comply with the Government Code Chapter 16 commencing with Section 7260 et seq, to the extent it may be applicable, and all other applicable federal, state and local laws or ordinances affecting relocation and real property Acquisition. Documentation of such compliance will be made available for review upon request by the State.
7. This Project Cooperative Agreement in no way restricts either party from cooperating with or receiving cooperation from other public and private agencies, organizations and individuals, or from accepting contributions and gifts for the development, administration, and operation of vehicle activity on the lands of the Forest Service or other public lands within California.
8. Nothing herein shall be construed as obligating either party hereto to expend or as involving either party in any contract or other obligation for the future payment of moneys in excess of appropriations authorized by law and administratively allocated for this purpose.
9. No member of, or Delegate to, Congress or Resident Commissioner shall be admitted to share any part of the Project Cooperative Agreement, or to any benefit that may arise there from; but this provision shall not be construed to extend to this Project Cooperative Agreement if made with a corporation for its general benefit.
10. The Forest Service and its employees in the performance of this Project Cooperative Agreement shall act in an independent capacity and not as officers or employees of the State. Neither party to this agreement shall have the authority, express or implied, to bind the other party to any obligation except as may be authorized by this agreement.
11. All real property acquired or improvements constructed under this Project Cooperative Agreement shall be and will remain the property of the Forest Service, but shall remain available for off-highway vehicle use in accordance with the Forest Service Project Plan, the Off-Highway Motor Vehicle Act of 2003 and its implementing regulations, and the Application.

### C. Project Costs

The funds moneys to be provided the Forest Service under this Project Cooperative Agreement shall be disbursed as follows:

1. If the Project includes acquisition of real property, under the authority of the Act of October 10, 1978 (P.L. 95-442; 92 Stat. 1065), the State shall disburse the Forest Service funds as follows, but not to exceed in any event the allowable Project costs for acquisition or the State funds amount allocated for acquisition as set forth on page 1 of this Project agreement, whichever is less.

State will disburse to the Forest Service to be deposited immediately into escrow the sum of purchase price if within the maximum value indicated in the Forest Service Project Plan and State approved costs of acquisition.

2. If the Project includes development, after approval by the State of the Forest Service's plans, specifications and estimates or Force Account Schedule and after completion of the Project or any phase or unit thereof, the State shall disburse to the Forest Service upon receipt and approval by the State of a statement of incurred costs from the Forest Service the amount of such approved incurred costs shown on such statement, not to exceed the State Cooperative Agreement amount allocated for development, as set forth on page 1 of this agreement, or any remaining portion of such amount to the extent of such statement. State may disburse up to a maximum of ninety (90) percent of the State Grant amount allocated for development as shown on page 1 of this agreement, upon receipt and approval by the State of the Forest Service plans, specifications and estimates or Force Account Schedule. The statements to be submitted by the Forest Service shall set forth in detail the incurred or estimated cost of work performed or to be performed on development of the Project and whether performance will be by construction contract or by Force

## ATTACHMENT 2

Account. Statements shall not be submitted, nor shall the State make payments, more frequently than for work performed during ninety (90) day periods unless otherwise requested by State.

### D. Project Administration

1. The Forest Service shall promptly submit such progress, performance or other reports concerning the status of work performed on the Project as the State may request. In any event, the Forest Service shall provide the State a report showing total final Project expenditures including State funds and all other moneys expended within one hundred twenty (120) days after completion of Project.
2. The Forest Service shall make property and facilities maintained, operated, acquired or developed pursuant to this Project Cooperative Agreement available for inspection by the State upon request.
3. The Forest Service may be provided advanced payments for Cooperative Agreements but only for those that are for Planning, Acquisition, and Ground Operations upon a showing by the Forest Service, the Project may not proceed in the absence of advance payment. The Forest Service shall use any moneys advanced by the State under the terms of this Project Cooperative Agreement solely for the Project herein described. All moneys advanced to Forest Service shall remain property of State until expended for Project purposes.
4. The Forest Service shall place advanced payments into a separate interest bearing account, setting up and identifying such account prior to the advance, interest earned on trust fund moneys shall be used on the Project or paid to the State.
5. If Cooperative Agreements moneys are advanced and not expended, the unused portion of the advance or that portion of the advance which is in excess of the Project cost, whichever is the larger amount, shall be returned to the State within one hundred twenty (120) days of completion of the Project or end of the Project performance period, whichever is earlier.
6. The Forest Service will, provide and maintain a sign on the Project site that includes wording identifying the funding source (Off-Highway Vehicle Fund) and the administering agency (California State Department of Parks and Recreation).
7. Equipment must be used solely for OHV related purposes unless the Applicant is funding the portion of the purchase price not dedicated to OHV purposes

### E. Project Termination

1. The Forest Service may unilaterally rescind this Project Cooperative Agreement at any time prior to the commencement of the Project. After Project commencement this agreement may be rescinded, modified or amended by mutual agreement in writing. A Project shall be deemed commenced when the Forest Service makes any expenditure, receives an advance of Cooperative Agreement moneys or incurs an obligation with respect to the Project.
2. Failure by the Forest Service to comply with the terms of this Project Cooperative Agreement or any other agreement under the Act may be cause for suspension of all obligations of the State hereunder.
3. Failure of the Forest Service to comply with the terms of this Project Cooperative Agreement or contract under the enabling legislation may be cause for suspension of all obligations of the State hereunder. However, such failure shall not be cause for the suspension of all obligations of the State hereunder if in the judgment of the State such failure was due to no fault, and was beyond the control of the Forest Service to avoid, mitigate, or remedy such default.

### F. Financial Records

1. The Forest Service shall maintain and make available for inspection by the State at reasonable times accurate financial accounts, documents and records of its costs, disbursements and receipts with respect to its activities under this agreement.

## ATTACHMENT 2

Such accounts, documents and records shall be retained by the Forest Service for three (3) years from the expiration date of the Project agreement, or three (3) years from the start of an audit engagement, whichever comes first, and until an audit started during the three (3) years has been completed and a report published.

During regular office hours each of the parties hereto and their duly authorized representatives shall have the right to inspect and make copies of any books, records or reports of the other party pertaining to this agreement or matters related thereto.

2. The Forest Service may use any generally accepted accounting system provided such system meets the minimum requirements of Federal Management Circular 74-4 and Office of Management and Budget Circular A 102.

### G. Use of Facilities

1. The property acquired or developed with Cooperative Agreement moneys under this agreement shall be used by the Forest Service only for the purpose for which the State Grant moneys were requested and no other use of the area shall be permitted except by specific act of the Legislature.
2. The Forest Service shall without cost to State, except as may be otherwise provided in this or other agreement with the State, operate and maintain the property acquired or developed pursuant to this agreement in the manner of and according to the Off-Highway Motor Vehicle Recreation Act and related regulations, the Application, and any other applicable provisions of law.
3. Use of the Project facilities shall comply with all applicable law including, but not limited to, the registrations of all day-use vehicles with the Department of Motor Vehicles or identified under the Chappie-Z'berg Off-Highway Motor Vehicle Law of 1993.

### H. Nondiscrimination

1. The Forest Service shall not discriminate against any person on the basis of sex, race, color, national origin, religion, ancestry, or physical handicap in the use of any property or facility acquired or developed pursuant to this agreement.
2. The Forest Service shall not discriminate against any person on the basis of residence except to the extent that reasonable differences in admission or other fees may be maintained on the basis of residence and pursuant to law.
3. All facilities shall be open to members of the public generally, except as noted under the special provisions of this Project Cooperative Agreement.

### I. Application Incorporation

1. The Application and any subsequent change or addition approved by the State is hereby incorporated in this Project Cooperative Agreement.

### J. Severability

1. If any provision of this agreement or the Application thereof is held invalid, that invalidity shall not affect other provisions or Applications of the agreement which can be given effect without the invalid provision or Application, and to this end the provisions of this agreement are severable.

### K. Governing Law

1. This Agreement is governed by and shall be interpreted in accordance with the laws of the State of California and the United States.
2. Grantee shall comply with all Federal, State, and/or Local laws, regulations, ordinances and executive orders that are applicable during performance period.

**Project Agreement General Provisions**  
**(~~Local Agencies Only~~ Nonfederal Applicants Only)**

A. Definitions

1. The term "State" as used herein means the California State Department of Parks and Recreation.
2. The term "Act" as used herein means the Off-Highway Motor Vehicle Recreation Act of 2003 as amended.
3. The term "Project" as used herein means the Project which is described on Attachment 1 of this agreement and in the Project Application, which is hereby incorporated into this agreement by reference.
4. The term "Application" as used herein means the individual Project Application and its required attachments pursuant to the enabling legislation, regulations, and/or Grant program, which is incorporated into this agreement by reference.
5. The term "Project Agreement" as used herein means the Application and the Project Agreement General Provisions.
6. The term "Grantee" as used herein means the party described as the Grantee on page 1 of the Project Agreement.

B. Project Execution

1. Subject to the appropriation and availability of Grant funds in the state budget, the State hereby awards to the Grantee the sum of money (Grant money) stated on page 1 of the Project Agreement in consideration of and on condition that the sum be expended in carrying out the purposes as set forth in the Project Description on Attachment 1 of the Project agreement and the terms and conditions set forth in this agreement.

The Grantee assumes the obligation to furnish any additional funds that may be necessary to complete or carry out the Project as described. Any modification or alteration in the Project as set forth in the Application on file with the State must be submitted to the State for approval. State's obligation to make Grant payments is limited to the Project as provided for herein, or as modified with the approval of the State.

2. The Grantee agrees to complete the Project in accordance with the Project performance period set forth on page 1 of the Project Agreement, and under the terms and conditions of this agreement.
3. If the Project includes development, the development plans, specifications and estimates or Force Account Schedule shall be reviewed and approved by the State prior to Grantee proceeding with the Project. Unless the development plans, specifications and estimates are approved by the State, the State shall have no obligation to make Grant payments for the work.

The Grantee, shall comply with all applicable current laws and regulations affecting Development Projects, including, but not limited to, legal requirements for construction contracts, building codes, health and safety codes, and laws and codes pertaining to individuals with disabilities. In addition, the Grantee shall complete the development work in accordance with the State approved development plans, specifications and estimates or Force Account Schedule. The Grantee shall make property or facilities acquired and/or developed pursuant to this agreement available for inspection upon request by the State to determine if development work is in accordance with the approved plans, specifications and estimates or Force Account Schedule, including a final inspection upon Project completion.

4. If the Project includes acquisition of real property, and the cost of which is to be reimbursed with Grant moneys under this agreement, shall as required thereby, comply with Chapter 16 (commencing with Section 7260) of Division 7 of Title 1 of the Government Code and any other applicable federal, state, or local laws or ordinances. Documentation of such compliance will be made available for review by the State upon request. Eminent domain may not be used to acquire property using the Grant funds provided by this agreement.
5. If the Project includes acquisition of real property, the purchase price shall be the fair market value of such property as established by an appraisal completed according to established current appraisal practices and methods as approved by both the Grantee and the State. Grantee agrees to furnish the State additional supportive appraisal material or justification as may be requested by the State to complete its review and approval of the fair market value.

Grantee agrees to furnish the State with preliminary title reports respecting such real property or such other evidence of title which is determined to be sufficient by the State. Grantee agrees to correct prior to or at the close of escrow any defects of title which in the opinion of State might interfere with the operation of the Project.

#### C. Project Costs

The Grant moneys to be provided to the Grantee under this agreement shall be disbursed as follows, but not to exceed in any event one-hundred (100) percent of the allowable Project costs or the State Grant amount as set forth on page 1 of this agreement whichever is less:

1. If the Project includes acquisition of real property, the State shall disburse to Grantee the Grant moneys as follows, but not to exceed in any event the State Grant amount set forth on page 1 of this agreement.

State will disburse the amount of the State approved purchase price together with State approved costs of acquisition. The State may elect to make disbursement for deposit into escrow.

2. If the Project includes development, after approval by State of Grantee's plans, specifications and estimates or Force Account Schedule and after completion of the Project or any phase or unit thereof, State shall disburse to Grantee upon receipt and approval by State of a statement of incurred costs from Grantee, the amount of such approved incurred costs shown on such statement, not to exceed the State Grant amount set forth on page 1 of this agreement, or any remaining portion of such Grant amount to the extent of such statement. Grantee, upon a showing that the Project may not proceed without advance funding, may request advance payment of those funds needed up to a maximum of ninety (90) percent of the State Grant amount allocated for development upon receipt and approval by State of Grantee plans, specifications and estimates or Force Account Schedule.

The statements to be submitted by Grantee shall set forth in detail the incurred or estimated cost of work performed or to be performed on development of the Project and whether performance will be by construction contract or by Force Account. Statements shall not be submitted, nor shall State make payments, more frequently than for work performed during ninety (90) day periods unless otherwise requested by State.

#### D. Project Administration

1. The Grantee shall promptly submit such progress, performance or other reports concerning the status of work performed on the Project as the State may request. In any event, the Grantee shall provide the State a report showing total final Project expenditures including State and all other moneys expended within one hundred twenty (120) days after completion of Project.
2. The Grantee shall make property and facilities maintained, operated, acquired or developed pursuant to this agreement available for inspection by the State upon request.

3. The Grantee shall use any moneys advanced by the State under the terms of this agreement solely for the Project herein described.
4. The Grantee may be provided advanced payments for Grants but only for those that are for Planning, Acquisition, and Facility Operation and Maintenance. The Grantee shall place such moneys in a separate interest bearing account, setting up and identifying such account prior to the advance, interest earned on Grant moneys shall be used on the Project or paid to the State. If Grant moneys are advanced and not expended, the unused portion of the Grant (plus interest) shall be returned to the State within one hundred twenty (120) days of completion of the Project or end of the Project performance period, whichever is earlier.

Income, after deduction for reasonable expenses associated with that income, that is earned by the Grantee from a State approved non-recreational use on an acquisition Project, subsequent to taking title by the Grantee, but before use for OHV Recreation, must be used by the Grantee for recreational purposes at the Project.

5. Equipment must be used solely for OHV related purposes unless the Applicant is funding the portion of the purchase price not dedicated to OHV purposes

E. Project Termination

1. The Grantee may unilaterally rescind this agreement at any time prior to the commencement of the Project. After Project commencement this agreement may be rescinded, modified or amended by mutual agreement in writing.
2. Failure by the Grantee to comply with the terms of this agreement or any other agreement under the Act may be cause for suspension of all obligations of the State hereunder.
3. Failure of the Grantee to comply with the terms of this agreement or contract under the enabling legislation may be cause for suspension of all obligations of the State hereunder. However, such failure shall not be cause for the suspension of all obligations of the State hereunder if in the judgment of the State such failure was due to no fault and beyond the control of the Grantee to prevent, mitigate, or remedy.
4. Because the benefit to be derived by the State, from the full compliance by the Grantee with the terms of agreement, is the, operation, development, preservation, protection and net increase in the quantity and quality of public outdoor recreation facilities available to the people of the State of California and because such benefit exceeds to an immeasurable and unascertainable extent the amount of money furnished by the State by way of Grant moneys under the terms of this agreement, the Grantee agrees that payment by the Grantee to the State of an amount equal to the amount of the Grant moneys disbursed under this agreement by the State would be inadequate compensation to the State for any breach by the Grantee of this agreement. The Grantee further agrees therefore, that the appropriate remedy in the event of a breach by the Grantee of this agreement shall be the specific performance of this agreement, unless otherwise agreed to by the State. Notwithstanding the foregoing, in the event of a breach of this agreement, or any portion thereof, which is due to no fault and beyond the control of the Grantee to prevent, mitigate, or remedy, the State's sole remedy shall be the reimbursement of any funds advanced or paid that pertain to the breached term or terms of this agreement.

F. Hold Harmless

1. Grantee hereby waives all claims and recourse against the State including the right to contribution of loss of damage to persons or property arising from, growing out of or in any way connected with or incident to this agreement except claims arising from the concurrent or sole negligence of State, its officers, agents and employees.
2. The Grantee shall protect indemnify, hold harmless and defend State, its officers, agents and employees against any and all claims, demands, damages, costs, expenses or liability costs arising out of the acquisition, development, construction, operation or maintenance of the property described as the Project which claims, demands or causes of action arise



under Government code Section 895.2 or otherwise except for liability arising out of, and attributable to, the concurrent or sole negligence of State, its officers, or employees.

3. In the event State is named as codefendant under the provisions of Government Code Section 895 et seq., the Grantee shall notify the State of such fact and shall represent State in the legal action unless State undertakes to represent itself as codefendant in such legal action in which event the State shall bear its own litigation costs, expenses, and attorney's fees.
4. In the event of judgment against the State and the Grantee because of the concurrent negligence of the State and the Grantee, their officers, agents, or employees, an apportionment of liability to pay such judgment shall be made by a court of competent jurisdiction. Neither party shall request, and each party hereby waives its right to, a jury apportionment.

#### G. Financial Records

1. The Grantee shall retain all financial accounts, documents, and records for three (3) years from the expiration date of the Project agreement, or three (3) years from the start of an audit engagement, whichever comes first, and until an audit started during the three (3) years has been completed and a report published.
2. During regular office hours each of the parties hereto and their duly authorized representatives shall have the right to inspect and make copies of any books, records or reports of the other party pertaining to this agreement or matters related thereto.

#### H. Use of Facilities

1. The property acquired or developed with Grant moneys under this agreement shall be used by the Grantee only for the purpose for which the State Grant moneys were requested and no other use of the area shall be permitted except by specific act of the Legislature.
2. The Grantee shall without cost to State, except as may be otherwise provided in this or any other Grant agreement, operate and maintain the property acquired or developed pursuant to this agreement in the manner of and according to the provisions of this agreement, the Off-Highway Motor Vehicle Recreation Act and any related regulations, or any other provision of law which may be applicable to such operation and maintenance.
3. Use of the facilities shall comply with all applicable laws, including, but not limited to, the requirements for registration of all day use-vehicles with the Department of Motor Vehicles or identified under the Chappie-Z'berg Off-Highway Motor Vehicle Law of 1993.

#### I. Nondiscrimination

1. The Grantee shall not discriminate against any person on the basis of sex, race, color, national origin, religion, ancestry, or physical handicap in the use of any property or facility acquired or developed pursuant to this agreement.
2. The Grantee shall not discriminate against any person on the basis of residence except to the extent that reasonable differences in admission or other fees may be maintained on the basis of residence and pursuant to law.
3. All facilities shall be open to members of the public generally, except as noted under the special provisions of this Project agreement.

#### J. Application Incorporation

1. The Application and any subsequent change or addition approved by the State is hereby incorporated in this agreement as though set forth in full in this agreement.

K. Severability

1. If a provision of this agreement or the Application thereof is held invalid, that invalidity shall not affect other provisions or applications of the agreement which can be given effect without the invalid provision or Application, and to this end the provisions of this agreement are severable.

L. Governing Law

1. This agreement shall be construed in accordance with and be governed by the laws of the State of California. Any legal action arising out of the terms of this agreement shall take place in the county wherein the Project funded by this agreement is located. If the Project is located in or among two or more counties, any legal action shall be taken in the county wherein the largest land area of the Project is located.
2. Grantee shall comply with all Federal, State, and/or Local laws, regulations, ordinances and executive orders that are applicable during performance period.

## PAYMENT REQUEST

Complete the following with the information from the Project Agreement:

PROJECT AGREEMENT NUMBER: \_\_\_\_\_ CONTRACT NUMBER: \_\_\_\_\_ PCA: \_\_\_\_\_ STATUTES: \_\_\_\_\_

GRANTEE: \_\_\_\_\_

PROJECT TITLE: \_\_\_\_\_ VENDOR NUMBER: \_\_\_\_\_

PROJECT PERFORMANCE PERIOD: FROM: \_\_\_\_\_ TO: \_\_\_\_\_

1. PAYMENT REQUEST NUMBER: \_\_\_\_\_ ☐ **FINAL** (Check box if FINAL) Final payment requests must be submitted within **120 days** after the completion of the project or end of the project performance period, whichever comes first.

2. INVOICE NUMBER/BILL FOR COLLECTION NUMBER (For Grantee use): \_\_\_\_\_

3. PAYMENT REQUEST PERIOD FROM: \_\_\_\_\_ TO: \_\_\_\_\_

4. PAYMENT REQUEST TYPE (Check one):

☐ **ADVANCE** All advance requests except Law Enforcement projects **must** include a written justification explaining the need for the advance and a list of planned expenditures. Subsequent advance requests **must** include supporting documentation for the prior advance. **Note: Advance requests may not exceed half the total project amount.**

☐ **REIMBURSEMENT** All supporting documents for reimbursement costs claimed **must** be attached.

5. PROJECT EXPENDITURE AND MATCH DOCUMENTATION SUBMITTED FOR THIS REQUEST:

a. Amount to be REIMBURSED / ADVANCED:

CATEGORY	AMOUNT
Staff	\$ _____
Contracts	\$ _____
Materials / Supplies	\$ _____
Equipment Use Expense	\$ _____
Equipment Purchase	\$ _____
Other	\$ _____
Indirect Costs	\$ _____
<b>TOTAL REIMBURSEMENT / ADVANCE</b>	<b>\$ _____</b>

b. Amount applied to MATCH requirement:

CATEGORY	AMOUNT
Staff	\$ _____
Contracts	\$ _____
Materials / Supplies	\$ _____
Equipment Use Expense	\$ _____
Equipment Purchase	\$ _____
Other	\$ _____
Indirect Costs	\$ _____
<b>TOTAL MATCH</b>	<b>\$ _____</b>

6. PAYMENT INFORMATION:

a. TOTAL GRANT AMOUNT ..... \$ \_\_\_\_\_

b. REIMBURSEMENTS REQUESTED TO DATE ..... \$ \_\_\_\_\_

c. CURRENT AMOUNT AVAILABLE (6a. minus 6b.) ..... \$ \_\_\_\_\_

d. **REIMBURSEMENT/ADVANCE AMOUNT** (From step 5.a.) . \$

e. REMAINING GRANT FUNDS AVAILABLE (6c. minus 6d.) .... \$ \_\_\_\_\_

f. TOTAL AMOUNT APPLIED TO MATCH TO DATE ..... \$ \_\_\_\_\_

7. SEND WARRANT TO: AGENCY NAME .....  
STREET ADDRESS /P.O. BOX .....  
CITY ..... STATE: \_\_\_\_\_ ZIP CODE: \_\_\_\_\_  
ATTENTION: .....

8. **CERTIFICATION:** I represent and warrant that I have full authority to execute this payment request on behalf of the Grantee. I declare under penalty of perjury that the information provided on this form and any accompany documents are true and correct to the best of my knowledge and that all funds received have or will be expended in accordance with the conditions set forth by the State.

GRANTEE: ➤ \_\_\_\_\_ DATE: \_\_\_\_\_  
SIGNATURE (Authorized Representative)

9. STATE APPROVAL: ➤ \_\_\_\_\_ DATE: \_\_\_\_\_

10. SUBMIT REQUEST TO: CALIFORNIA DEPARTMENT OF PARKS AND RECREATION  
OFF-HIGHWAY MOTOR VEHICLE RECREATION DIVISION  
ATTENTION: (NAME) GRANTS ADMINISTRATOR-<Name of your Grant Administrator>  
1725 23rd STREET, SUITE 200  
SACRAMENTO, CA 95816-7100

Evaluation Criteria  
Restoration Projects

<b>Applicant:</b>		<b>Application Year</b>	
<b>Project Name</b>		<b>Project Number</b> ( Division Only)	

**RESTORATION PROJECT CRITERIA**

It is extremely important for Applicants to reference factual documentation to support their responses in the Application. Points will be awarded only for responses that are supported by published information, facts, statistics, or other published factual documentation with citations referenced when requested.

<b>1. As calculated on the Project Cost Estimate, the percentage of the Project costs covered by the Applicant is: (Check the one most appropriate)</b>	
<input type="checkbox"/>	76% or more (10 points)
<input type="checkbox"/>	51% - 75% (5 points)
<input type="checkbox"/>	26% - 50% (3 points)
<input type="checkbox"/>	25% (Match minimum) (No points)

<b>2. Natural and Cultural Resources - Failure to fund the Project will result in adverse impacts to: (Check all that apply)</b>	
<input type="checkbox"/>	Domestic water supply (e.g., municipal reservoir, canal) (4 points)
<input type="checkbox"/>	Archeological and historical resources identified in the California Register of Historical Resources or the National Register of Historic Places (3 points )
<input type="checkbox"/>	Stream or other watercourse (3 points)
<input type="checkbox"/>	Soils - Site actively eroding (2 points)
<input type="checkbox"/>	Sensitive areas (e.g., wilderness, riparian, wetlands, Areas of Critical Environmental Concern) Number of sensitive habitats _____ (2 points each, up to a maximum of 6)
<input type="checkbox"/>	Threatened and Endangered (T&E) listed species Number of T&E species _____ (2 point each, up to a maximum of 6)
<input type="checkbox"/>	Other special-status species* Number of special-status species _____ (1 point each, up to a maximum of 3)
<input type="checkbox"/>	Project is solely for Restoration Planning (No points)
Provide a detailed explanation regarding the type and severity of impacts that might occur relative to the item(s) check above:	

\* See HMP Part 2, Section II.

3. Reason for the Project: (Check the one most appropriate)	
<input type="checkbox"/>	Protect special-status species or cultural site (4 points)
<input type="checkbox"/>	Restore natural resource system damaged by OHV activity (4 points)
<input type="checkbox"/>	OHV activity in a closed area (3 points)
<input type="checkbox"/>	Alternative measures attempted, but failed (2 points)
<input type="checkbox"/>	Management decision (1 point)
<input type="checkbox"/>	Scientific and cultural studies (1 point)
<input type="checkbox"/>	Planning efforts associated with Restoration (1 point)
Provide a name and date of reference document:	

4. Measures to ensure success –The Project makes use of the following elements to ensure successful implementation: (Check all that apply)	
<input type="checkbox"/>	Site monitoring to prevent additional damage (2 points)
<input type="checkbox"/>	Construction of barriers and other traffic control devices (2 points)
<input type="checkbox"/>	Use of native plants and materials (2 points)
<input type="checkbox"/>	Incorporation of universally recognized “Best Management Practices” (2 points)
<input type="checkbox"/>	Educational signage (2 points)
<input type="checkbox"/>	Identification of alternate OHV routes to ensure that OHV activities will not reoccur in restored area (2 points)
<input type="checkbox"/>	Project is solely for Restoration Planning (No points)
Provide a detailed explanation for each item checked above:	

5. Is there a publicly reviewed and adopted plan (e.g., wilderness designation, land management plans, route designation decisions) that supports the need for the Restoration Project?	
<input type="checkbox"/>	No (No points)
<input type="checkbox"/>	Yes (5 points)
Provide a name and date of plan:	

6. Primary funding source for future operational costs associated with the Project will be: (Check the one most appropriate)	
<input type="checkbox"/>	Applicant’s or Land Manager’s operational budget (5 points)
<input type="checkbox"/>	Volunteer support and/or donations (4 points)
<input type="checkbox"/>	Combination of OHV Trust Funds and operational budget (3 points)
<input type="checkbox"/>	Other Grant funding (2 points)
<input type="checkbox"/>	OHV Trust Funds (No points)
Provide a detailed explanation:	

7. The Project was developed with public input prior to the preliminary Application filing deadline. Identify date(s) of meetings and participants. Do not include internal agency meetings or meetings that occurred more than 12 months prior to filing the preliminary Application. Public input employed the following: (Check all that apply)	
<input type="checkbox"/>	The Applicant initiated and conducted publicly noticed meeting(s) with the general public to discuss Project (1 point)
<input type="checkbox"/>	The Applicant had meeting(s) with multiple distinct stakeholders (1 point)
Provide a detailed explanation for each statement that was checked:	

8. The Project will utilize partnerships to successfully accomplish the Project. Identify the number of groups or organizations that will actively participate in the Project. Partners cannot include any unit of the OHMVR Division, subcontractors, or any participants being paid by this OHV Grant of Cooperative Agreement. (Check the one most appropriate)	
<input type="checkbox"/>	4 or more (4 points)
<input type="checkbox"/>	2 to 3 (2 points)
<input type="checkbox"/>	1 (1 point)
<input type="checkbox"/>	None (No points)
List each partner organization(s) separately and provide a detailed explanation for how each partner(s) will participate in the project:	

9. Scientific and cultural studies will (Respond ONLY if Restoration Project involves scientific and/or cultural studies.) (Check all that apply):	
<input type="checkbox"/>	Determine appropriate Restoration techniques (2 points)
<input type="checkbox"/>	Examine potential effects of OHV Recreation on natural or cultural resources (2 points)
<input type="checkbox"/>	Examine methods to ensure success of Restoration efforts (1 point)
<input type="checkbox"/>	Lead to direct management action (1 point)
Provide a detailed explanation:	

10. The underlying problem that resulted in the need for the Restoration Project has been effectively addressed and resolved prior to this Application:	
<input type="checkbox"/>	No (No points)
<input type="checkbox"/>	Yes (3 points)
Provide a detailed explanation for the "Yes" response:	

11. Size of sensitive habitats (e.g., wilderness, riparian, wetlands, ACEC) which will be restored within the Project Area (Check the one most appropriate):

- |                          |  |
|--------------------------|--|
| <input type="checkbox"/> | Greater than 10 acres of sensitive habitat will be restored within the Project Area (5 points) |
| <input type="checkbox"/> | 1 – 10 acres of sensitive habitat will be restored within the Project Area (3 points)          |
| <input type="checkbox"/> | Less than 1 acre of sensitive habitat will be restored within the Project Area (1 points)      |
| <input type="checkbox"/> | No sensitive habitat will be restored within Project Area (No points)                          |

12. Is the majority of the restoration activity being performed in the project area caused by current legal/illegal OHV riding? (Check the one most appropriate):

- |                          |                 |
|--------------------------|-----------------|
| <input type="checkbox"/> | Yes (20 points) |
| <input type="checkbox"/> | No (No points)  |